



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
WORKSHOP AGENDA SETTING MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Chanel 640 and streamed on Livestream.com/cityofmadeirabeach

5:45 P.M.

TUESDAY, NOVEMBER 14, 2017

COMMISSION CHAMBERS

REGULAR BOARD OF COMMISSIONERS MEETING IMMEDIATELY FOLLOWING AT 6:00PM

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. WORKSHOP AGENDA SETTING MEETING**

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted November 10, 2017



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Chanel 640 and streamed on Livestream.com/cityofmadeirabeach

6:00 P.M.

TUESDAY, NOVEMBER 14, 2017

COMMISSION CHAMBERS

WORKSHOP AGENDA SETTING MEETING WILL BE HELD AT 5:45PM

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE – *Commissioner Terry Lister***
- C. ROLL CALL**
- D. APPROVAL OF THE AGENDA**
- E. APPROVAL OF THE MINUTES**

BOC Workshop Meeting 10-24-2017

F. PRESENTATIONS & PROCLAMATIONS

Eagle Parasail: *Derek Kaplan, Chaz Kaplan, Chris Dean and Brian Denamen (he's the one that found him but is not CPR certified so he got the Captain and his crew) – Derry O'Neal, City Manager*

GFOA Award (Government Finance Officers Association) – *Walter Pierce, Director of Finance*

G. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

H. CONSENT AGENDA

- 1. PAYMENTS - *Walter Pierce, Director of Finance***
Payment to Ashbritt & Co Inc. – Hurricane Irma Debris removal
- 2. RENEWAL OF CONTRACTS / AGREEMENTS – *Walter Pierce, Director of Finance***
Park Street Antique Center
Suskey Consulting
Steve M. Lewis (Records Retention)
- 3. NEW CAPITAL EQUIPMENT PURCHASES**
New vehicle for Building Department - Walter Pierce, Director of Finance
Purchase of Elgin Whirlwind street sweeper – Dave Marsicano, Public Works/Marina Director

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Posted November 10 2017

4. TRUTH IN MILLAGE (TRIM) CERTIFICATION - *Walter Pierce, Director of Finance*

I. PUBLIC HEARING

1. RESOLUTION 2017-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2017 BUDGET BY DECREASING CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$3,287,269.22; AMENDING THE FISCAL YEAR 2018 BUDGET BY INCREASING CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$3,287,269.22; AND PROVIDING FOR AN EFFECTIVE DATE

2. ORDINANCE 2017-12

AN ORDINANCE OF THE BOARD OF COMMISSIONERS FOR THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 (BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017) BY APPROPRIATING FUNDS FOR INCREASING GENERAL FUND EXPENDITURES AND INCREASING DEBT SERVICE FUND BUDGET.

J. UNFINISHED BUSINESS

ORDINANCE 2017-09

A SECOND READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REPEALING AND REPLACING DIVISION 14, SECTION 110-940. – MEDICAL MARIJUANA DISPENSARIES., OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH; PROVIDING FOR THE PROHIBITION OF THE SITING OF MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE INCORPORATED LIMITS OF THE CITY OF MADEIRA BEACH; PROVIDING FOR LEGISLATIVE INTENT; FINDING THE AMENDMENTS CONSISTENT WITH THE CITY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE RECOGNITION OF STATE PREEMPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

K. NEW BUSINESS

1. *City Public Risk Management Designation – Walter Pierce, Director of Finance*
2. *City Attorney Position – Mayor Black*
3. *City Manager position – Derryl O'Neal, City Manager*

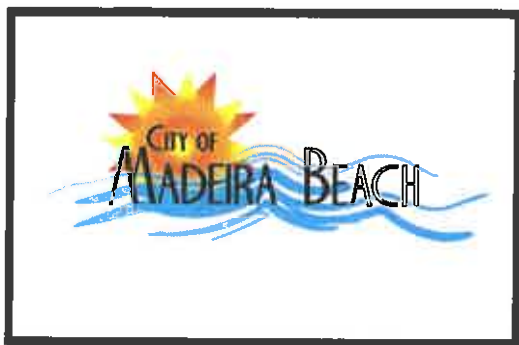
5. REPORTS/CORRESPONDENCE

- CITY COMMISSION
- CITY ATTORNEY
- CITY MANAGER
- CITY CLERK
-

6. ADJOURNMENT

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Posted November 10 2017



THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE

BOARD OF COMMISSIONERS
WORKSHOP MEETING MINUTES

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

2:00 P.M.

TUESDAY, OCTOBER 24, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER – The meeting was called to order at 2:05 p.m.

B. ROLL CALL

C. APPROVAL OF THE AGENDA

Commissioner Oakley made a motion to approve the agenda as presented, seconded by Vice Mayor Douthirt.

D. TOPICS

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3
Terry Lister, Commissioner District 1 – Excuse for Absent

STAFF PRESENT: Derryl O'Neal, City Manager
Erica Augello, Interim City Attorney (CA)
Andrea Gamble, Administrative Support Specialist
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)

E. TOPICS

1. ACKNOWLEDGEMENT OF CITIZENS: *Derryl O'Neal, City Manager*

Trevor Gauthier – Owner of Texas Roadhouse

Karen Jones, Deli Manager, Seminole Publix – Karen is on vacation, returning the latter part of next week.

Andrea Gamble presented the Acknowledgements for Trevor Gauthier and Karen Jones for going above and beyond for Hurricane Irma – Karen Jones is on vacation so was unable to attend. Trevor Gauthier received an applause from the BOC, staff members and the audience.

2. ACKNOWLEDGMENT OF PINELLAS COUNTY DEPUTIES: *Derryl O'Neal, City Manager*

Parasailing Incident

Dep. Todd Amlin

Dep. Martin Eisner

Cpl. Adam Sarlo,

Dep. Ryan Dunning,

Dep. Rita Bishop

Cpl. Charlie Tita.

Lt. Suranyi, D/E Hill - Madeira Beach Fire Department

Drowning Incident

Dep. Cronin

Sgt. Rassier

Cpl. Adam Sarlo

Dep. Todd Amlin

Dep. Micheal Holloway

Andrea Gamble presented the acknowledgment of Pinellas County Deputies who assisted water rescue with a cardiac arrest call with an older gentleman in John's pass. Deputy Todd Amlin received a certificate from Chief Todd Ermscher and all the other deputies were recognized by Deputy Shannon Roxby and received an applause from the BOC, staff members and the audience. Todd Ermscher presented the drowning incidents at John's Pass. All the deputies had their picture taken. City Manager Derryl O'Neal presented that all three incidents the victims were critical and the deputies did a great job in saving their lives.

3. SPECIAL EVENTS – *Jay Hatch*

Erica Augello explained to the Board of Commissioners what can be approved and what cannot be approved. After the City Manager has approved the special events packets this would go before the board and the BOC will check to see if applicant has met all the criteria. The BOC has no discretion with special events and that all special events are treated equally. The BOC does have the power to waive any fees for special events. Commissioner Oakley mentioned that some of the past event packages were in complete, Madam Mayor said now we have a new administration special events approval will go through the proper channels for approval. There is a consensus on keeping the final approval with the City Manager, the only change is the number of 75 people to 50 people is considered a special event.

4. LAURIE MARSH – *Chicken presentation*

Laurie Marsh was thankful to speak with the BOC again, Laurie gave a great presentation that she would like to keep back yard chickens in her back garden in the appropriate chicken coupes. Laurie explained chickens make friendly pets and they are very quiet. Chicken poo is 100 bio-gradable. Laurie explained that she uses her chickens to teach her children, Laurie also said that other municipality allow chickens and wants the BOC to consider Laurie to be allowed to keep her chickens. Laurie currently has 6 chickens. Commissioner Hodges explained that back in 2010 there was a gentleman who wanted to keep chickens and there was a lot of controversy so the subject was scraped, Commissioner Hodges said residents did not like this back in 2010 and may not like this now and keeping chickens will affect everyone. Commissioner Hodges thinks this should go to referendum and let the City of Madeira Beach make that choice. Commissioner Oakley thinks we should have a permitting system for keeping chickens. City Manager Derryl O'Neal said he has no doubt Laurie is a very responsible pet owner but there are others out there who are not so responsible. Erica mentioned that the City may want to reach out to other Municipalities to find out if they allow chickens and what problems they run into.

5. PLACEMENT OF PUBLIC COMMENT ON THE COMMISSION AGENDA– *Board of Commissioners*

Madam Mayor presented that the BOC gave it a try to see if public comment would work at the end of the agenda – it appeared a lot of people did not think that this was a good idea. Commissioner Hodges received a lot of complaints with Public Comment at the end of the agenda. We gave it a try and it is didn't work. Erica Augello mentioned this is guideline in the policy and procedures handbook, this does not need to have an official vote this can be voted by consensus. The Board of Commissions would like to see Public Comment to be placed back at the beginning of the agenda.

6. NOTICES BOARDS AROUND TOWN – *Winn Dixie, Concession stand in Ball Park, John's Pass Kiosk and Gulf Beaches Library– Andrea Gamble*

Andrea Gamble explained to Council that Jay Hatch and I went around town to see the notice boards. Andrea mentioned that the City will start using these again and Debs from Parks will keep the notice boards updated. notices. The TV out front of the Commissioner Chambers needs to be relocated as the sun beats down on the TV making it hard to see.

DIAS LOG

ADDITIONAL ITEMS REQUESTED TO BE DISCUSSED

1. **Owners of Vista Del Mar (Jim McDevitt) gave residents their rent back**

Dean Pruitt save on Fishery – for opening his ice machine to the public.

7. **Discussion on Referendum on height and density. – *Commissioner Oakley***

Commissioner Oakley presented referendum questions from Treasure Island – she suggested we put this on the ballot and let the residents of Madeira Beach say what they want to see – if they want to see 25 story buildings or if they want to see 5 story buildings. Madam Mayor agreed that the people should have a voice in this. Erica Augello suggested that she needs to do a little more research and Erica and Commissioner Oakley have further discussions.

City Clerk Report – Andrea Gamble

There will be a first reading of an Ordinance placed on the Tuesday, November 14, 2017 Regular Commission Meeting Agenda to amend the FY-2016/2017 budget.

A second reading and public Hearing of the Budget Amendment Ordinance will be held at a Special Meeting on Tuesday, November 28, 2017 at 6:00pm

The notice of the Public Hearing will be noticed in the Tampa Bay Times on Friday, November 17.

November 13, 2017; 1:00pm – Madeira Beach Commission Chambers, Florida Institute of Government Strategic Planning/Goal Setting Workshop

November 17, 2017, 10:00am – 2:00pm – Kenneth City Community Hall, 4-hour Ethics and Sunshine Law Training for Elected Officials/Public Officials – City Board members will also attend

January 19-21, 2018 – Embassy Suites by Hilton Orlando North (Altamonte Springs) 2018 institute for Elected Municipal Officials. Erica Augello recommended the Board of Commissioners attend the conference as it gives a wealth of information.

F. ADJOURNMENT 3:08PM

Minutes Prepared by _____
Andrea Gamble, Interim City Clerk

Minutes Reviewed by _____
Andrea Gamble, Interim City Clerk

Minutes Approved by _____
Maggi Black, Mayor



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Madeira Beach
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

**Finance Department
City of Madeira Beach, Florida**

The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date October 6, 2017



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in the context of public administration or corporate governance. The text outlines various methods for collecting and organizing data, including the use of standardized forms and digital databases.

2. The second section focuses on the challenges associated with data management and analysis. It highlights the need for robust systems to handle large volumes of information and the importance of ensuring data integrity and security. The author discusses the role of technology in overcoming these challenges and provides examples of successful implementations.

3. The third part of the document addresses the ethical considerations surrounding data collection and use. It stresses the importance of obtaining informed consent from individuals whose data is being collected and the need to protect their privacy. The text also discusses the potential for data misuse and the importance of implementing strict safeguards to prevent such occurrences.

4. The final section provides a summary of the key findings and recommendations. It reiterates the importance of a comprehensive approach to data management, one that integrates technical, ethical, and organizational factors. The author concludes by encouraging further research and innovation in this field to continue to improve the effectiveness and efficiency of data-driven decision-making.



DATE: November 6, 2017
FROM: Walter Pierce, Director of Finance
VIA: Derryl O'Neal, City Manager
RE: Payment to Ashbritt, Inc.

SYNOPSIS: Ashbritt, Inc. provided Debris removal that occurred due to Hurricane Irma.

Breakdown is as follows:

<u>Invoice Number</u>	<u>Invoice Amount</u>
1771-001	\$11,371.58
1771-002	\$ 6,236.03
1771-003	\$17,666.13
1771-004	\$ 9,687.88
Total	\$44,961.62

RECOMMENDATION: Management recommends that the Commission approve this payment in the amount of \$44,961.62 to Ashbritt, Inc.

BACKGROUND: Vendor under Contract to provide these services.

OTHER OPTIONS: N/A

FISCAL IMPACT: \$44,961.62

ATTACHMENTS: None. Detail Invoices can be requested from the Finance Department.

the 1990s, the number of people with a mental health problem in the UK has increased by 50% (Mental Health Act 1983, 1993).

There is a growing awareness of the need to address the needs of people with mental health problems in the community. The Department of Health (1999) has set out a vision of a new mental health system, which will be able to respond to the needs of people with mental health problems in the community.

The new mental health system will be based on the following principles:

- People with mental health problems should be able to live in the community, wherever possible.
- People with mental health problems should be able to access the services they need, wherever they live.
- People with mental health problems should be able to participate in decisions about their care and treatment.

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MADEIRA BEACH BOARD OF COMMISSIONERS

November 14,2017 – Agenda Report

FROM: David Marsicano, Director of Marina and Central Services

SUBJECT: Park Street Antique Center Lease

BACKGROUND: The purpose of this lease renewal is to maintain the city public works garage at 5000 94th St. South St. Petersburg FL 33708. This lease is for 2 years with 2 one year renewal options. This space is approx. 6000 SF and is the facility where we service the fire engines, garbage trucks, city vehicles and all other city equipment and also the facility where we store all the garbage trucks off the island. The original lease was entered into on June 25, 2013.

BUDGETARY This lease payments for this building are taken from several accounts within the
IMPACT: city that utilize this facility. Monthly rent is \$2662.00 and \$31,944.00 yearly.

RECOMMENDED Staff recommends renewal of this contract.
BY STAFF:

ATTACHMENT(S):

Agenda Item: _____

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.
("LANDLORD")

AND

CITY OF MADEIRA BEACH
("TENANT")

LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation ("LANDLORD") and CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("TENANT") and is to be effective as of the date of the signature of the party last below dated (the "Effective Date").

ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the "Premises"), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for (2) Two years commencing on _____, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on _____, with a two (2) One (1)- year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year's Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2017/2019	\$2,662.00/month
_____	_____
_____	_____

ARTICLE 3 - UTILITIES

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing maintenance relate to TENANT'S business (the "Permitted Use") and for no other purpose. Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or bum trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

ARTICLE 5 - LIENS

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORDS RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 CONDITION OF PREMISES UPON TERMINATION OF LEASE. On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment, may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

ARTICLE 7-ALTERATIONS AND ADDITIONS

7.1 LANDLORD'S CONSENT REQUIRED. TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 PERMITS AND PLANS. Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

ARTICLE 8 –INDEMNITY

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANT'S failure to comply with applicable laws, statutes, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or other conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder, and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms, provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove

provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

ARTICLE 10 – DEFAULT

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;
- (g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

10.2 **LANDLORD'S REMEDIES.** In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD

pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, accept a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of

repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such

30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

ARTICLE 11 - ACCESS BY LANDLORD

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

ARTICLE 12 - TENANT'S PROPERTY

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD. LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD

shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

ARTICLE 14 - CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain, or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated

by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

ARTICLE 15 - DESTRUCTION OF PREMISES

15.1 DEFINITIONS.

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this

Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 TOTAL DESTRUCTION. If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 DAMAGE NEAR END OF TERM.

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 ABATEMENT OF RENT: TENANT'S REMEDIES.

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 TERMINATION: ADVANCE PAYMENTS. Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 NON-LIABILITY. LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

ARTICLE 16 - PROPERTY TAXES

16.1 **DEFINITION OF "REAL PROPERTY TAXES"**. As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons

executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance of the Premises.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of

"hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

ARTICLE 20 - ADDITIONAL TERMS

20.1 **RADON.** Radon is as naturally occurring radioactive gas that, when it has accumulated in as building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes (2011), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

ARTICLE 21 - 119.0701-Contracts; public records

21.1 (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on

WITNESSES:

PARK STREET ANTIQUES CENTER, INC.
A Florida corporation

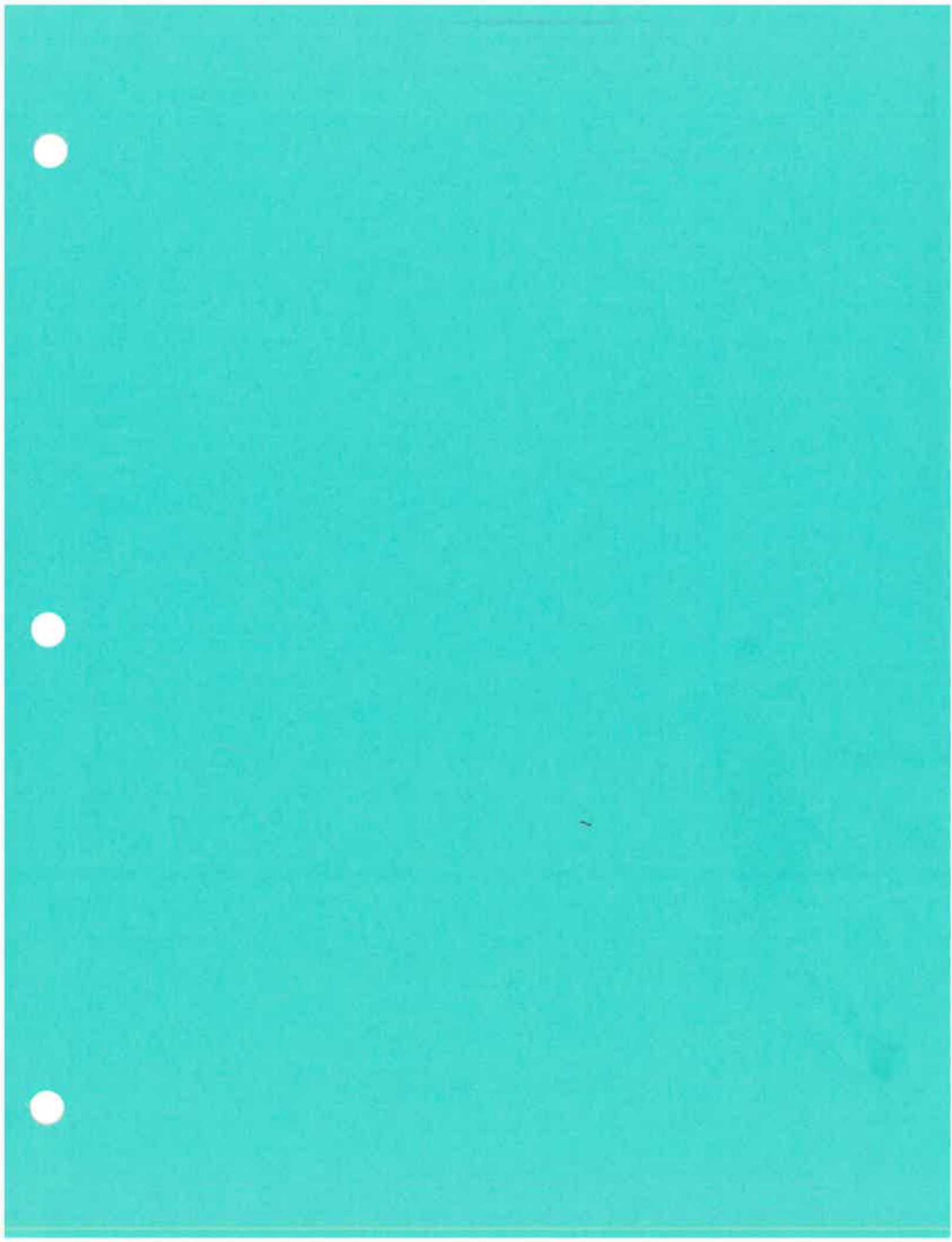
By: _____
Its: _____
9401 Bay Pines Boulevard St.
Petersburg, FL 33708

“LANDLORD”

CITY OF MADEIRA BEACH
A Florida Municipal Corporation

By: _____
Its: Mayor
300 Municipal Drive
Madeira Beach, Florida 33708

“TENANT”





DATE: November 6, 2017

FROM: Walter Pierce, Director of Finance

VIA: Derryl O'Neal, City Manager

RE: Suskey Consulting Services Agreement

SYNOPSIS: Suskey Consulting will provide consulting and government relations services to Madeira Beach before the Florida Executive and Legislative branches, and other entities on issues related to Madeira Beach infrastructure and other funding needs.

RECOMMENDATION: Management recommends that the Commission approve this Agreement with Suskey Consulting.

BACKGROUND: Alan Suskey was instrumental in getting a \$350,000 grant from the state for an electrical installation at Johns Pass that was completed last fiscal year.

OTHER OPTIONS: N/A

FISCAL IMPACT: Monthly fee for services is \$4,000 for a total of \$48,000 for 12 months.

ATTACHMENTS: See attached Agreement.



Walt Pierce
City of Madeira Beach
wpierce@madeirabeachfl.gov

This letter of agreement is intended to set forth our understanding as to the nature, scope and term of the services our firm has agreed to render for MADEIRA BEACH in the state of Florida, our fee for these services, and the manner in which these fees and related expenses will be billed.

1. **TERM AND TERMINATION OF THE AGREEMENT.** This Agreement shall be effective from October 1, 2017 to September 30, 2018. After the term date of this agreement, the agreement shall automatically renew unless cancelled by either party.

This agreement can be terminated upon written notice given pursuant to subsection A

- A. **TERMINATION FOR CONVENIENCE:** MADEIRA BEACH or CONSULTANT may terminate the agreement at any time upon thirty (30) day written notice to the other party. Thereafter, the parties may agree to renew for subsequent periods, or such other terms to which the parties may mutually agree.

2. **SCOPE:** Suskey Consulting will provide the following services:

- Provide consulting and government relations services to MADEIRA BEACH before the Florida Executive and Legislative branches, and other entities on issues related to MADEIRA BEACH infrastructure and other funding needs.

3. **FEE:** The monthly fee for services is **\$4,000**. We will invoice in advance of each contract month and this fee covers our consulting services and those of our independent consultants. Invoice must be paid within 60 days of invoice date or a late fee of \$250 will be charged on the 61st day. All payments should be remitted to P.O. Box 102 Tallahassee, FL, 32302.

4. **EXPENSES.** The monthly fee for service does not include incidental expenses incurred as a result of our representation which are billed a month behind. As is customary, expenses will not exceed \$250 per month without prior approval and will cover, but not be limited to entertainment, copying, long distance, fax charges and extraordinary postage, freight, or courier services.

Lobbyist registration fees and travel expenses are not included in the amount noted above. All lobbyist registration fees and travel expenses will be billed separately with prior authorization.

5. **CONFLICT & CONFIDENTIALITY.** It should also be noted that Suskey Consulting, LLC does or may represent other clients regarding the same or similar issues or areas of policy interest as MADEIRA BEACH. Suskey Consulting has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients. You have retained Suskey Consulting for

representation as outlined above, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of Suskey Consulting to keep confidential all information about your business interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis, to the extent allowed under Florida law.

6. REPORTING. We will remain available at all times to meet for updates or to respond to conference calls regarding activities undertaken on behalf of MADEIRA BEACH.

7. ETHICAL & LEGAL CONSIDERATIONS. Suskey Consulting agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of MADEIRA BEACH under this agreement. This includes lobbyist registration and reporting requirements as outlined in Florida Statutes Sections 112.3215 (5).

The aforementioned provisions outline our firm's standard representation agreement. We welcome any changes you may suggest. We look forward to working with you. Should you find these terms agreeable, please sign this letter below and return one original to me. You can be assured that all services will be performed in a competent and professional manner, in strict conformity with applicable law and with due diligence to the preservation of the goodwill and reputation of MADEIRA BEACH.

If you have questions about this agreement or the terms and conditions of our representation, please don't hesitate to call.

Accepted By:
SUSKEY CONSULTING

Accepted By:
MADEIRA BEACH

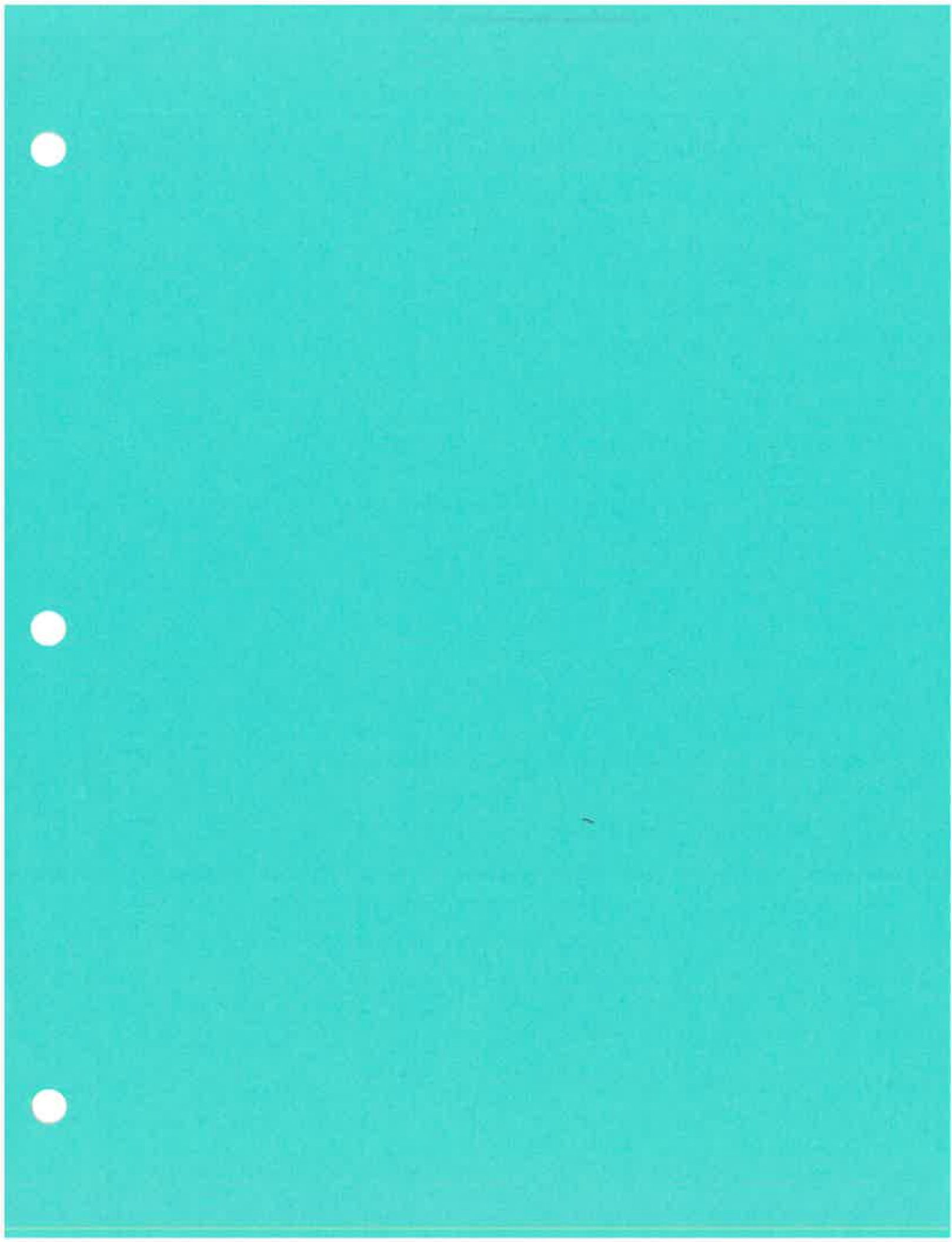
Authorized Signature

Authorized Signature

Printed Name/Title/Date

Printed Name/Title/Date

MADEIRA BEACH's Billing Contact, address and email address:





DATE: November 6, 2017

FROM: Walter Pierce, Director of Finance

VIA: Derryl O'Neal, City Manager

RE: SML, Inc. Professional Services Agreement (Attached)

SYNOPSIS: This is a one year Agreement for a Consultant to assist with the City's comprehensive Records Management Plan and Plan Implementation Services. This Consultant will ensure that the City is staying compliant with new Federal, State, and local laws regarding record retention laws.

RECOMMENDATION: Management recommends the approval of this Agreement for one year expiring on September 30, 2018.

BACKGROUND: This Company/Consultant has served the City well during the past couple of years.

OTHER OPTIONS: N/A

FISCAL IMPACT: Records Management Plan Development Phase I - \$9,400.00
Records Management Plan Development Phase II - \$9,400.00
Onsite Records Management Consulting - \$1,600.00 per day X 7 Days = \$11,200.00

Total Budgeted Amount for the Year = \$30,000.00 (same amount as last year)

ATTACHMENTS See attached Agreement.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____ day of November 2017, by and between SML, Inc. (Consultant) and the City of Madeira Beach, Florida (City).

RECITALS:

A. City is in need of a comprehensive Records Management Plan and Plan Implementation Services.

B. Consultant possesses all necessary qualifications and expertise to perform the Services.

C. City wishes to engage the services of the Consultant, and Consultant wishes to perform the services for the City under the terms and conditions set forth herein and as detailed in Consultant's Proposal and Statement of Qualifications dated September 21, 2017 attached herein as Schedule One.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Consultant and City agree as follows:

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of the Agreement.

2. **TERM:** The term of this Agreement shall commence on the date hereof and for a period of one year.

3. **QUALIFICATION:** Consultant represents and warrants to the City he possesses all qualifications and expertise required for the performance of the Services and all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

4. **COMPENSATION:** The amount of compensation payable by the City to the Consultant shall be as detailed in the attached Schedule One. Payment shall be made within thirty (30) days after receipt of Consultant's invoice(s).

5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Consultant understands this Agreement is subject to certain laws and regulations, including laws pertaining to Public Records, conflict of interest, record keeping, etc. The City and Consultant agree to comply with and observe all applicable federal, state and

local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

6. **NONDISCRIMINATION:** Consultant represents and warrants to the City Consultant does not and will not engage in discriminatory practices and there shall be no discrimination in connection with Consultant's performance under this Agreement because race, color, sex, religion, age, handicap, marital status or national origin.

7. **ASSIGNMENT:** This Agreement shall not be assigned by Consultant, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, at the City's sole discretion.

8. **INSURANCE:** Consultant currently maintains as a regular course of business and upon request will provide the City with Certificates of Insurance for:

1. Worker's Compensation – Statutory – in compliance with the Compensation law of the State of Florida.
2. Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation) no more restrictive than ISO form CG 20 37 (07 04) in an amount acceptable to the City but not less than One Million (\$1,000,000.00) Dollars Combined Single Limit per occurrence and Two Million (\$2,000,000.00) Dollars aggregate. The coverage includes:

Commercial Form

Premises/Operations

Products/Completed Operations

Independent Consultants (if any part of the Work is to be subcontracted, although this is not anticipated for this project)

Broad Form Property Damage

Personal Injury

3. Business Automobile Liability Insurance with a minimum limit of liability of One Million (\$1,000,000.00) Dollars each occurrence covering all worked performed under this contract. This insurance includes bodily injury and property damage to our Corporate vehicles. No personal vehicles will be used for this project.
4. Excess/Umbrella Liability with a minimum limit of Two Million (\$2,000,000) Dollars per occurrence with an annual aggregate of Two Million (\$2,000,000) Dollars. This coverage includes the Commercial General Liability and Automobile Liability Policies.

5. Professional Liability/Errors & Omissions Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars for professional services rendered.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

City of Madeira Beach, Florida

By: _____

SML, Inc.

By: _____
Steve M. Lewis, President and CEO

(Schedule One)

Records Management Plan

For the

**City of Madeira Beach
Florida**

September 21, 2017

Proposal and Statement of Qualifications

Matt Daugherty
Executive Vice President
Post Office Box 484
Vero Beach, Florida 32961
813.528.2705
mattdaugherty@msn.com
www.smlinfo.net



SML, INC.

Information Analysis, Design, Planning and Training

September 21, 2017

Andrea Gamble
Administrative Support Specialist
300 Municipal Drive
Madeira Beach, FL 33708
Emailed to: agamble@madeirabeachfl.gov

Ms. Gamble,

I appreciate the opportunity to propose working with you and your agency on formally establishing the City's Records Management Program. Section 257.36, Florida Statute mandates every public agency to establish and maintain a records management program to ensure the economical and efficient management of agency information. To ensure economic and efficient management of information, a records program must be formalized and administered with key components established in writing. All decision-making effecting the management of information, either directly or indirectly (e.g. policy/procedure development, technology implementation, etc.) should take into account the agency's Records Management Program standards and goals.

This document serves to clarify the scope, general timeline and fee for the Development of a Comprehensive Records Management Plan for the City of Madeira Beach (Agency) to address the above statutory mandate.

COMPREHENSIVE RECORDS PROGRAM GOALS:

1. retention and disposition of records in accordance with all local, state and federal requirements;
2. management access to both active and inactive records in an accurate and timely fashion (to include a filing *system* and consideration of imaging potential);
3. retention of all records under secure conditions, preventing unauthorized access by both employees and third parties;
4. protection of all records from physical calamity and decay;
5. provision for the timely destruction of records at the end of their retention period in a secure manner;
6. conversion of long term retention records to an appropriate preservation device;

7. provision for disaster recovery, vital records protection; and
8. achievement of these goals in the most cost-efficient manner available.

DEVELOPMENT OF A RECORDS MANAGEMENT PLAN

Collections of records like those held by the Agency must be accounted for and integrated into a comprehensive, systematic, efficient records management plan. This plan must be based on specific data relative to the agency and its operations. The plan must be long-range and it must be written, describing in detail steps to be taken to achieve all eight comprehensive records program goals listed above.

SML will provide a comprehensive, systematic, legally sufficient Records Management Plan (one hard copy and one digital copy) which includes:

- Narrative explanations, and recommendations.
- A detailed implementation narrative.
- An executive summary.
- Applicable bid specifications for implementation.
- A disposition procedure for all Public Records in accordance with Rule Chapter 1B-24, F.A.C.
- A filing system matrix together with an automated file code tracking system and/or boxed record index, word searchable, written to Microsoft Excel which may be saved to SQL as a network version.
- Detailed scheduling, disposition and imaging options to include destruction, microfilm and digital imaging in accordance with Rule Chapter 1B-26, F.A.C.
- Organization structure recommendations related to record operations.
- An email policy.
- An Agency-Wide Disposition List for Agency Public Records in accordance with Rule Chapter 1B-24, F.A.C. based on a record series title inventory.
- A training outline and training manual to be used by personnel with record responsibilities.
- A list of references and published sources used during preparation.

Traditional data collection and analysis techniques will be employed including but not limited to: on-site interviews with relevant staff; hands on evaluation of high density and key record collections; an evaluation of activity; review and analysis of existing policy and procedures. A thorough review and analysis of record management operations will be made resulting in a comprehensive narrative records management plan. Except for clerical

functions, I will perform all related project activity. All data analysis and recommendations will be my personal responsibility.

Project Scope & Timeframe:

- 1. On-site Data Collection – Three to Five Days**
- 2. Data Analysis, Agency-Wide Disposition List Creation, and Writing of Records Management Plan – Thirty to Sixty Days**

The fee for the on-site visit, data collection, creation of an agency wide disposition list and writing of the Plan is **\$18,800.00 inclusive, one half billable upon completion of the data collection and the second half billable upon delivery of the Plan narrative.** Travel and all related expenses are included, together with a return visit to present findings and recommendations to management. If requested, I will provide a one-day, six-hour training at no additional cost. Updating the Plan every two to three years to remain legally compliant and current with technology and agency business process changes will be billed at **25% of the initial Plan fee.**

RECORDS MANAGEMENT PLAN IMPLEMENTATION SERVICES

SML is able to assist the City with implementation of plan recommendations. Our staff is able to greatly increase implementation speed because of our experience and practice. Implementation services would include on-site technical assistance of nearly any records related service. Services would include identifying records eligible for destruction, implementation of a file code system, and indexing. **The fee for implementation services is \$1,600.00 per eight-hour day which sum includes travel expenses.**

PROFESSIONAL EXPERIENCE

SML, Inc. has worked with numerous agencies on similar projects. Most recently, I completed comprehensive records management plans for the City of DeBary, the City of Margate, and the City of Coconut Creek. We also maintain long working relationships with many clients continuing to assist and monitor implementation. This includes the City of Clermont where we have **disposed of nearly 11,000 cubic feet of paper records to date.** We have a similar on-going experience with the City of Indian Rocks Beach, the City of Gulfport, the City of Doral, and the Collier County School District where we have destroyed over **69 million** pieces of paper.

Numerous references are available upon request. I have fifteen years of professional experience managing Florida Public Records. Immediately prior to

my position with SML, Inc, I served as Records Analyst in the Records and Information Management Program of the Florida Department of State, State Library and Archives providing technical assistance to all levels of Public Agencies developing statewide policies and procedures; assisting in the operation of the State Records Center and conducting regional seminars on Public Records Law and Public Records Management. I hold a Master of Arts degree in Public History/Historical Administration from Florida State University including coursework in Records and Archives Management.

Our firm has over forty years of professional experience working with nearly every type and size of agency. We provide innovative and comprehensive records and information management consulting services to government agencies and the private sector including Comprehensive Records and Information Management Planning; Records Retention Services; Disposition Services; Email Management; Training; Policy and Procedure Development; Facilities Management; Records Storage; a full range of Imaging Services and Compliance Monitoring. Additionally, we regularly conduct 12-hour seminars for CEU's at FSU, UCF, FAU and FIU on Public Records Law and Public Records Management. These seminars are certified for credit by the IIMC for the Certified Municipal Clerk and Master Municipal Clerk program and ongoing education. We also conduct public records courses as part of the Florida Department of Revenue College for Tax Collectors and Property Appraisers and the Florida Association of Code Enforcement certification program.

Thank you for your continued confidence in our firm. Please give me a call to discuss any of this you wish.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Daugherty", written in a cursive style.

Matt Daugherty

Cc: Steve Lewis

List of Recent Florida Clients:

Municipalities

Town of Belleair
City of Clermont
City of Coconut Creek
City of Coral Gables
City of DeBary
City of Doral
City of Fort Walton Beach
City of Gulfport
City of Indian Rocks Beach
City of Madeira Beach
City of Margate
City of Seminole
City of St. Pete Beach
Town of Surfside

Counties

Bay Co. Board of County Commission
Collier Co. School Board
Manatee Co. Tax Collector

State Agencies/Universities

Florida Atlantic University
Florida Department of Revenue
Florida Gulf Coast University
Florida State University
University of Central Florida
University of South Florida

Other

Central Florida Expressway Authority
Florida Association of City Clerks
Florida Association of Court Clerks and Comptrollers
Florida Association of Code Enforcement
Florida Government Finance Officers Association
Florida Records Management Association
Florida Tax Collectors Association
Tampa Port Authority

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

As the world's population grows, the demand for food and other resources will increase. This will put pressure on the environment and on the world's food supply.

One way to meet this demand is to increase the amount of land used for agriculture. This would mean clearing more forests and other natural habitats.

Another way to meet this demand is to increase the efficiency of agriculture. This would mean using more fertilizers and pesticides.

Both of these ways have drawbacks. Clearing more land for agriculture would destroy many species of plants and animals.

Using more fertilizers and pesticides would pollute the soil and water. It would also harm some of the people who use these products.

There is a third way to meet this demand. It is to eat less meat. Meat is a very resource-intensive food.

It takes a lot of land and a lot of feed to raise one pound of meat. It also takes a lot of water.

If we eat less meat, we can reduce the demand for food and other resources. This would help to protect the environment.

There are many other ways to protect the environment. We can use less energy. We can recycle more.

We can also protect the environment by eating less meat. This is one of the most effective ways to do so.

By eating less meat, we can help to protect the environment and the world's food supply.

This is a simple but powerful way to make a difference. We can all do it.

Let's all commit to eating less meat. Let's all do our part to protect the environment.

By eating less meat, we can help to create a more sustainable world for ourselves and for future generations.

Let's all do our part. Let's all eat less meat.



DATE: November 6, 2017
FROM: Frank DeSantis, Building Official
VIA: Walter Pierce, Director of Finance
RE:

SYNOPSIS Ford Truck # 98 – was handed down from Public Works 2 years. Building Code Enforcement has been using since. The truck was approved for surplus 2 years ago on August 11th, 2015 because it was pass repair per the City mechanic.

RECOMMENDATION To be replaced with new 2018 Ford Fusion – similar to County Enforcement vehicles and in compliance with new Florida Sheriff's Association "Cooperative Purchasing Program" (State wide contract)

BACKGROUND Handed down from Public Works to Code Enforcement 2 years ago. Per our mechanic – truck is passed repair

OTHER OPTIONS N/A

FISCAL IMPACT Budgeted approved for \$20,000

ATTACHMENTS See attachments and pictures



PROPOSAL

NAME CITY OF MADEIRA BEACH

EMAIL

ATTN

DATE 10/26/17

2018 FORD FUSION S MODEL 4 DR SEDAN PER SPEC 17	16798.00
ALL STD EQUIPMENT PLUS	
DELETE REAR FLOOR MATS	(75.00)
DAY TIME RUNNING LIGHTS	44.00
NEW CITY TAG	160.00
TEMP TAG	15.00
UNIT PRICE	17,002.00
PER FSA FSA17 VEL25.0	
DELIVERY 90-120 DAYS	

PURCHASER ACKNOWLEDGES:

PRESTIGE FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved here on in writing by an official of Prestige Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (352) 357-2939 or email
- EJore@aol.com

ACCEPTED: _____

Respectfully submitted,
ERIC JORE
FLEET MANAGER
PRESTIGE FORD



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES (Specification #17)</u>			
Garber Chevrolet Buick GMC Inc.	2018 Chevrolet Malibu (1ZC69)	Western	\$16,893.00
ALT - Alan Jay Chevrolet Buick GMC Cadillac	2018 Chevrolet Malibu (1ZC69)	Western	\$16,993.00
Garber Chevrolet Buick GMC Inc.	2018 Chevrolet Malibu (1ZC69)	★Northern	\$16,693.00
ALT - Alan Jay Chevrolet Buick GMC Cadillac	2018 Chevrolet Malibu (1ZC69)	Northern	\$16,793.00
Alan Jay Chevrolet Buick GMC Cadillac	2018 Chevrolet Malibu (1ZC69)	★Central	\$16,793.00
ALT - Garber Chevrolet Buick GMC Inc.	2018 Chevrolet Malibu (1ZC69)	★Central	\$16,793.00
Auto Nation Chevrolet Pembroke Pines	2018 Chevrolet Malibu (1ZC69)	★Southern	\$16,674.00
ALT - Garber Chevrolet Buick GMC Inc.	2018 Chevrolet Malibu (1ZC69)	Southern	\$16,843.00
Duval Ford	2018 Ford Fusion (P0G)	★Western	\$16,835.00
ALT - Coggin Ford	2018 Ford Fusion (P0G)	Western	\$17,049.00
Duval Ford	2018 Ford Fusion (P0G)	Northern	\$16,894.00
ALT - Coggin Ford	2018 Ford Fusion (P0G)	Northern	\$16,975.00
Prestige Ford	2018 Ford Fusion (P0G)	Central	\$16,798.00
ALT - Duval Ford	2018 Ford Fusion (P0G)	Central	\$16,943.00
Prestige Ford	2018 Ford Fusion (P0G)	Southern	\$16,890.00
ALT - Duval Ford	2018 Ford Fusion (P0G)	Southern	\$17,029.00
Terry Taylor's DeLand Nissan, Inc	2018 Nissan Altima (13118)	Western	\$16,926.00
ALT - ALAN JAY NISSAN, INC.	2018 Nissan Altima (13118)	Western	\$16,988.00
Terry Taylor's DeLand Nissan, Inc	2018 Nissan Altima (13118)	Northern	\$16,846.00
ALT - ALAN JAY NISSAN, INC.	2018 Nissan Altima (13118)	Northern	\$16,888.00
Terry Taylor's DeLand Nissan, Inc	2018 Nissan Altima (13118)	Central	\$16,836.00
ALT - ALAN JAY NISSAN, INC.	2018 Nissan Altima (13118)	Central	\$16,888.00
Terry Taylor's DeLand Nissan, Inc	2018 Nissan Altima (13118)	Southern	\$16,846.00
ALT - ALAN JAY NISSAN, INC.	2018 Nissan Altima (13118)	Southern	\$16,888.00
ALAN JAY TOYOTA	2018 Toyota Camry (2532)	Western	\$21,238.00
	2018 Toyota Camry (2532)	Western	-- NB --
ALAN JAY TOYOTA	2018 Toyota Camry (2532)	Northern	\$21,088.00

ALAN JAY TOYOTA	2018 Toyota Camry (2532)	Northern	-- NB --
	2018 Toyota Camry (2532)	Central	\$21,038.00
ALAN JAY TOYOTA	2018 Toyota Camry (2532)	Central	-- NB --
	2018 Toyota Camry (2532)	Southern	\$21,238.00
	2018 Toyota Camry (2532)	Southern	-- NB --



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for ensuring the integrity of the financial system and for providing a clear audit trail. The document also highlights the need for transparency and accountability in all financial dealings.

In the second part, the focus is on the role of the auditor in verifying the accuracy of the financial statements. The auditor is responsible for conducting a thorough examination of the records and providing an independent opinion on the fairness and reliability of the information presented. This process is crucial for building trust and confidence among stakeholders.

The third part of the document addresses the challenges faced by organizations in implementing effective internal controls. It identifies common weaknesses and provides practical suggestions for strengthening the control environment. Key areas of concern include segregation of duties, authorization procedures, and the regular monitoring and evaluation of control systems.

Finally, the document concludes by stressing the importance of ongoing education and training for all personnel involved in financial management. Continuous learning is necessary to keep up with evolving regulations and best practices, ensuring that the organization remains compliant and efficient in its operations.



MADEIRA BEACH BOARD OF COMMISSIONERS

November 14th – Agenda Report

FROM: Dave Marsicano, Director of PW/ Director of Marina

SUBJECT: Elgin Whirlwind Street Sweeper

BACKGROUND: Purchasing Elgin Whirlwind Street Sweeper vehicle per sheriff's contract, #FSA16-VEH14.0 Specification #55. Street Sweeper will be used to clean all streets and keep the pervious concrete in Boca Ciega maintained. The sweeper will also be used as a vac-con to maintain all CDS units in the City. This purchase will eliminate the street sweeping contract in the amount of \$11, 0008.08 per year and also the yearly estimated cost of \$90,000 for Stormwater CDS units and inlet maintenance.

BUDGETARY Vehicle has been budget in 2018 for 291,000
IMPACT:

RECOMMENDED Approve the purchase of Elgin Whirlwind Street Sweeper
BY STAFF:

ATTACHMENT(S): Quote and Specs attached.

Agenda Item: _____



Environmental Products *of Florida*

Elgin, Vactor, and EnviroSight

March 17, 2017

City of Madeira Beach
David Marsicano
Public Works Department
503 150th Avenue
Madeira Beach, Florida 33708

Dear Mr. Marsicano,

In reference to our recent demonstration, I am pleased to quote the following Elgin Whirlwind street sweeper. Please note that the pricing is based on the Florida Sheriffs Contract #FSA16-VEH14.0 Specification #55, per the attached price sheet. Thank you for your time and allowing us to share our products with you. If you have any questions or concerns, please do not hesitate to call me. Have a great day!

<u>Description</u>	<u>Price</u>
2018 Elgin Whirlwind Mounted on Freightliner M2 Chassis (price includes delivery and training)	\$290,310

Sincerely,

John Miller, North Florida Territory Manager
Environmental Products of Florida
Cell: (813) 299-0033
Email: jmiller@epofc.com
Fax: (407) 798-0013



Florida Sheriffs Contract Pricing
Contract #FSA16-VEH14.0
Specification#55

3/17/2017

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2017 PRICE	2017 EXTENDED
1	Crosswind	ELGIN CROSSWIND J+	\$229,513.00	\$229,513.00
1	1121267	WHIRLWIND MV DUAL 36" SIDEBROOM (M2)	\$37,039	\$37,039.00
Tier 4F emissions, 8 cu. yd. hopper, 38 in. (711 mm) trailing arm side broom on right-hand side (SINGLE) or both right and left hand sides (DUAL), ergonomic control console, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.				
CHASSIS				
1	1121858	2018 FREIGHTLINER M2 DUAL STEER ILO CABOVER	-\$12,260	-\$12,260.00
CHASSIS MOUNTING CHARGE				
1	1122439	M2 172" WB (36" DUAL SIDEBROOMS)	\$0.00	\$0.00
1	4820001	PAINT CAB STANDARD WHITE	N/C	\$0.00
1	4810001	PAINT SWEEPER STANDARD WHITE	N/C	\$0.00

STANDARD FEATURES

Auxiliary Engine:

John Deere 4045T, 4 cylinder Turbocharged diesel
Alternator, 120 amp.
Horsepower: 74 HP (55 kW) at 2400 RPM
Displacement: 276 cu. in. (4.5 L)

Auto Shutdown Auxiliary Engine

Backup alarm, electric
Camera, Rear View
Debris Hopper Volumetric Capacity 8.0 yd3 (6.0 m3)
Drive: Fluid coupler and 5-groove banded power beltwith adjustable idler pulley
Doors, fiberglass access doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
Electronic Throttle
Fuel tank, 50 gallon (189 L)
Fuel water separator for auxiliary engine
Full Load Indicator Weight actuated with in-cab warning light
Hose, hydrant fill, 16208" (5080 mm) with coupling
Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls
Hydraulic oil cooler

In cab hopper dump
Individual water switches
LED clearance lights
Manuals, operator and parts
Memory Sweep : Sweep resume feature
Rocker switches in central console gauges:
Tachometer, hour meter, oil pressure,
fuel, voltmeter, coolant temperature,
spray water level gauge, hopper up,
hopper rear door open, full load indicator
Sidebroom work lights
Spray Nozzles (Quick Disconnect Type) :
(7) inside each suction nozzle
(4) at extension broom
(3) at each side broom (36" broom)
Water Tank Construction :
Dual polyethylene, removable
Water System Capacity 335 gal. (1268 L)

-----AUX ENGINE-----				
1	1121514	AUXILIARY HYDRAULIC PUMP W/ IN-CAB DUMP	\$1,428.00	\$1,428.00
1	1102378	IDLE DOWN/NO WATER - DUAL SIDEBROOMS	\$634.00	\$634.00
-----DECALS-----				
1	1090208	RED LOGO-WHIRLWIND	\$0.00	\$0.00
-----MANUALS-----				
1	0702485	WHIRLWIND MV-3000 SERVICE	\$101.00	\$101.00
-----SIDEBROOM OPTIONS-----				
1	1121517	VARIABLE SPEED DUAL SIDEBROOMS	\$1,265.00	\$1,265.00
1	1111175	SIDEBROOM TILT LEFT HAND W/DISPLAY 36"	\$1,164.00	\$1,164.00
1	1111176	SIDEBROOM TILT RIGHT HAND W/DISPLAY 36"	\$1,164.00	\$1,164.00
-----8 YARD HOPPER-----				
1	1085883	RIGHT HAND INSPECTION DOOR & STEP	\$809.00	\$809.00
1	1085887	6" HOPPER DRAIN	\$857.00	\$857.00
1	1092227	LIFELINER HOPPER SYSTEM W/WARRANTY	\$8,267.00	\$8,267.00
-----LIGHTS-----				
1	1095148	DUAL REAR LED FLOOD LIGHTS	\$617.00	\$617.00
1	1121098	REAR LED ARROWSTICK	\$2,317.00	\$2,317.00
-----WANDERING HOSE-----				
1	1119217	HYDRAULIC WANDERING HOSE (USE W/DUAL SB & VARIABLE SPEED) (8 YD ONLY)	\$4,972.00	\$4,972.00
-----WATER SYSTEM-----				
1	1032484	25' WATER FILL HOSE (ILO 16' 8")	\$195.00	\$195.00
1	1036150	HYDRANT WRENCH	\$90.00	\$90.00
1	1059209	HOPPER DELUGE	\$1,074.00	\$1,074.00
-----M2 CHASSIS OPTIONS-----				
1	1109607	12" CONVEX MIRRORS (ILO 8")	\$320.00	\$320.00
1	1111742	FRONT SPRAY BAR-DUAL	\$741.00	\$741.00
1	1107534	AUTO LUBE SWEEPER/TRUCK	\$7,463.00	\$7,463.00
1	1121164	LED BEACON CAB/FRONT ; HOPPER/REAR	\$2,325.00	\$2,325.00
1	1118358	2 1/2 LB. FIRE EXTINGUISHER	\$215.00	\$215.00
-----FREIGHT RATES-----				
1	FRT-120-010	FREIGHT, DELIVERY AND TRAINING	\$0.00	\$0.00
SUB TOTAL				\$290,310.00



DATE: November 9, 2017
FROM: Walter Pierce, Director of Finance
VIA: Derryl O'Neal, City Manager
RE: Truth in Millage (TRIM) Certification

SYNOPSIS: The Department of Revenue has reviewed the millage certification documents that we submitted to them and has found no violation of the certification requirements in subsections 200.065(1)-(4), (6)-(12), (14), and (15), within the Florida Statutes.

RECOMMENDATION: For Information purposes only. No vote needed.

BACKGROUND: When levying a millage for a budget, taxing authorities must follow Chapter 200 of the Florida Statutes (F.S.), which governs TRIM. The person responsible for constructing a governmental organization's budget must have knowledge of these TRIM requirements.

As is stated on page #1 within the 2017 TRIM Compliance Workbook as published by the Florida Department of Revenue (Property Tax Oversight): According to Florida law, failure to meet TRIM requirements will result in the loss of revenue sharing for the taxing authority.

OTHER OPTIONS: N/A

FISCAL IMPACT: None.

ATTACHMENTS: Copy of Letter received from the Florida Department of Revenue



FLORIDA

**Executive
Director**

Leon M. Biegalski

October 13, 2017

Derryl O'Neal, Acting City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

Dear Mr. O'Neal:

Re: Truth in Millage (TRIM) Certification

The Department of Revenue has reviewed the millage certification documents that your taxing authority submitted. The Department has found no violation of the certification requirements in subsections 200.065(1)-(4), (6)-(12), (14), and (15), Florida Statutes, and therefore accepts your certification as meeting the stated requirements.

...

The Department has also reviewed the maximum millage levy calculation final disclosure documents your taxing authority submitted. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on these documents, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of section 200.065(5), Florida Statutes.

Sincerely,

Dr. Maurice M. Gogarty, Director
Property Tax Oversight Program

ark #62.19

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes.

The second part of the paper focuses on the methodology used in the study. It describes the process of selecting participants, collecting data, and analyzing the results. The authors emphasize the importance of using a mixed-methods approach to gain a comprehensive understanding of the research topic.

The third part of the paper presents the findings of the study. It discusses the results of the quantitative data analysis and the insights gained from the qualitative interviews. The authors conclude that there are significant cultural differences in the way that students learn and that these differences should be taken into account when designing educational programs.

The final part of the paper discusses the implications of the findings for future research and practice. It suggests that further studies should be conducted to explore the cultural factors that influence learning outcomes. Additionally, it recommends that educators should be trained to recognize and address cultural differences in the classroom.



DATE: November 9, 2017
FROM: Walter Pierce, Director of Finance
VIA: Derryl O'Neal, City Manager
RE: Resolution 2017-12

SYNOPSIS: **RESOLUTION 2017-12: AMENDING THE FISCAL YEAR 2017 BUDGET BY DECREASING CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$3,287,269.22; AMENDING THE FISCAL YEAR 2018 BUDGET BY INCREASING CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$3,287,269.22; AND PROVIDING FOR AN EFFECTIVE DATE**

BACKGROUND: The intent of Resolution 2017-12 is to maintain funding for various capital projects that would otherwise be impacted by the fiscal year closing process. The specific allocation to individual projects will not change; rather, the projects' budgetary balances will be carried forward from one fiscal year to the next. In total, \$3,287,269.22 will be removed from the fiscal year 2017 budget and be re-appropriated to the fiscal year 2018 budget.

FINANCIAL This same process has been done for the past fiscal years.

IMPACT: The net effect of Resolution 2017-12 has no impact to long-term fund balance.

Project description	Fund	Account no.	Reductions FY 2017	Additions FY 2018
City Centre	General	001.1400.6318	\$ (86,463.27)	\$ 86,463.27
Gulf Blvd. Improvements (utility undergrounding)	General	001.1400.6323	\$ (1,034,823.74)	\$ 1,034,823.74
Transient dock construction (John's Pass Village)	General	001.8000.6300	\$ (263,355.00)	\$ 265,355.00
Seawall Improvement	General	001.8000.6313	\$ (15,000.00)	\$ 15,000.00
Madeira Way Improvements	L.O.S.T	103.9519.6325	\$ (73,582.00)	\$ 73,582.00
Storage facility design	Sanitation	402.7000.6300	\$ (40,000.00)	\$ 40,000.00
Stormwater rehabilitation and repair	Stormwater	404.9200.6300	\$ (191,905.70)	\$ 191,905.70
Stormwater drainage & roadway improvements	Stormwater	404.9200.6320	\$ (1,580,139.51)	\$ 1,580,139.51
Total			<u>\$ (3,287,269.22)</u>	<u>\$ 3,287,269.22</u>

RECOMMENDATION: Finance recommends approval of Resolution 2017-12

OTHER OPTIONS: None.

ATTACHMENTS: Resolution 2017-12

RESOLUTION 2017-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2017 BUDGET BY DECREASING CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$3,287,269.22; AMENDING THE FISCAL YEAR 2018 BUDGET BY INCREASING CAPITAL OUTLAY EXPENDITURES IN THE AMOUNT OF \$3,287,269.22; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Madeira Beach Board of Commissioners has approved an annual budget for Fiscal Year 2017; and

WHEREAS, the City of Madeira Beach Board of Commissioners has approved an annual budget for Fiscal Year 2018; and

WHEREAS, the City of Madeira Beach Board of Commissioners desires to amend the annual budget for Fiscal Year 2017 and 2018; and

WHEREAS, Florida Statutes 166.241 authorizes the governing body of a municipality to amend a budget within 60 days following the end of the Fiscal Year; and

WHEREAS, Section 10.5 of the Madeira Beach City Charter authorizes the Board of Commissioners to amend the adopted budget by resolution; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the City of Madeira Beach, Florida:

SECTION 1. The Board of Commissioners authorizes the decrease of capital outlay expenditures from the Fiscal Year 2017 budget, in the amount of \$3,287,269.22.

SECTION 2. The Board of Commissioners authorizes the increase of capital outlay expenditures to the Fiscal Year 2018 budget, in the amount of \$3,287,269.22.

SECTION 3. The Board of Commissioners authorizes management to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

SECTION 4. Resolution 2017-12 shall become effective immediately upon final adoption by the Board of Commissioners.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF MADEIRA BEACH, This _____ day of _____, 2017.**

Maggi Black, Mayor

ATTEST:

Clara VanBlargan, City Clerk

Capital Project Roll-Forward Schedule
FY 2017 to FY 2018

Resolution 2017-12
Exhibit A

Project description	Fund	Account no.	Reductions FY 2017	Additions FY 2018
City Centre	General	001.1400.6318	\$ (86,463.27)	\$ 86,463.27
Gulf Blvd. improvements (utility undergrounding)	General	001.1400.6323	\$ (1,034,823.74)	\$ 1,034,823.74
Transient dock construction (John's Pass Village)	General	001.8000.6300	\$ (265,355.00)	\$ 265,355.00
Seawall Improvement	General	001.8000.6313	\$ (15,000.00)	\$ 15,000.00
Madeira Way Improvements	L.O.S.T.	103.9519.6325	\$ (73,582.00)	\$ 73,582.00
Storage facility design	Sanitation	402.7000.6300	\$ (40,000.00)	\$ 40,000.00
Stormwater rehabilitation and repair	Stormwater	404.9200.6300	\$ (191,905.70)	\$ 191,905.70
Stormwater drainage and roadway improvements	Stormwater	404.9200.6320	\$ (1,580,139.51)	\$ 1,580,139.51
Total			\$ (3,287,269.22)	\$ 3,287,269.22

ORDINANCE 2017-12

AN ORDINANCE OF THE BOARD OF COMMISSIONERS FOR THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 (BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017) BY APPROPRIATING FUNDS FOR INCREASING GENERAL FUND EXPENDITURES AND INCREASING DEBT SERVICE FUND BUDGET.

WHEREAS, the City of Madeira Beach Board of Commissioners has approved an annual budget for Fiscal Year 2017; and

WHEREAS, the City of Madeira Beach Board of Commissioners desires to amend the annual budget for Fiscal Year 2017; and

WHEREAS, Florida Statutes 166.241 authorizes the governing body of a municipality to amend a budget within 60 days following the end of the Fiscal Year; and

NOW, THEREFORE, Be it ordained by the Board of Commissioners of the City of Madeira Beach, Florida:

SECTION 1. The Board of Commissioners authorizes the budget for Fiscal Year 2017 to hereby be amended to reflect an increase in the General Fund Budget in the amount of \$938,345.25 (See Exhibit A).

SECTION 2. The Board of Commissioners authorizes the budget for Fiscal Year 2017 to hereby be amended to reflect an increase in the Debt Service Fund Budget in the amount of \$638,981.25 (See Exhibit A).

SECTION 3. The Board of Commissioners authorizes management to allocate the budget amendment pursuant to the account level detailed provided as Exhibit A.

SECTION 4. Ordinance 2017-12 shall become effective immediately upon final adoption by the Board of Commissioners.

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**INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF MADEIRA BEACH, This _____ day of _____, 2017.**

Maggi Black, Mayor

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Erica Augello, Interim City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

**Budget Amendment -General & Debt Service Funds
FY 2017**

Ordinance 2017-12
Exhibit A

Budget Amendment Description	Fund	Account no.	Debit	Credit
Additional City Attorney Non-Retainer work	General	001.1000.3102	7,110.00	
Legal Case settlement	General	001.1000.3103	139,250.00	
Finance position upgrade & Director overlap	General	001.1100.1200	17,923.00	
Settlement previous employee	General	001.1300.1200	36,954.00	
Settlement previous employee	General	001.1300.3100	26,937.00	
Additional Computer Support	General	001.1400.3122	19,669.00	
Hurricane debris removal	General	001.1400.3400	51,521.00	
Transfer to Debt service for Bond Prepayment	General	001.1400.9912	638,981.25	
General Fund Appropriations	General	001.0000.6669		938,345.25
	Total		938,345.25	938,345.25
Prepaid Debt Payment - Principal	Debt	170.5170.7100	538,000.00	
Prepaid Debt Payment - interest	Debt	170.5170.7200	100,981.25	
Tranfer from General Fund	Debt	170.381.001		638,981.25
	Total		638,981.25	638,981.25

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It then outlines the various methods used to collect and analyze data for the study.

3. The results of the study are presented in the following section, showing a clear trend towards increased efficiency.

4. Finally, the document concludes with a summary of the findings and recommendations for future research.

5. The overall conclusion is that the implementation of the new system has led to significant improvements in performance.

6. The data shows a consistent increase in productivity over the period of the study.

7. These findings are supported by the statistical analysis conducted on the collected data.

8. The study also highlights the need for ongoing monitoring and evaluation to ensure continued success.

9. In conclusion, the results demonstrate the effectiveness of the proposed changes and the potential for further optimization.

10. The document provides a detailed overview of the project and its outcomes, serving as a valuable resource for stakeholders.

11. The findings are consistent with the initial hypotheses and provide a solid foundation for future work.

12. The study's limitations are discussed, along with suggestions for addressing them in subsequent research.

13. The document is structured to provide a clear and concise summary of the research process and results.

14. The use of clear and concise language ensures that the information is accessible to a wide range of readers.

15. The document is well-organized and easy to navigate, allowing readers to find the information they need quickly.

16. The findings are presented in a logical and coherent manner, making it easy to understand the overall picture.

17. The document is a valuable resource for anyone interested in the topic and provides a comprehensive overview of the study.

18. The study's results are presented in a clear and concise manner, making it easy to understand the overall picture.

19. The document is well-organized and easy to navigate, allowing readers to find the information they need quickly.

20. The findings are presented in a logical and coherent manner, making it easy to understand the overall picture.

21. The document is a valuable resource for anyone interested in the topic and provides a comprehensive overview of the study.

22. The study's results are presented in a clear and concise manner, making it easy to understand the overall picture.

23. The document is well-organized and easy to navigate, allowing readers to find the information they need quickly.



DATE: November 6, 2017

FROM: Walter Pierce, Director of Finance

VIA: Derryl O'Neal, City Manager

RE: City's Public Risk Management Designation

SYNOPSIS: This is a request to designate Walter Pierce, Finance Director/City Treasurer To serve as the City's representative on the Public Risk Management (PRM) of Florida Property/Casualty {or Group Health Trust} Board of Directors and Patrick Cade, Accounting Manager, as the Alternate Board Member.

This PRM Board of Directors votes on yearly percentage change in premiums and what amount to surplus if more than 5% in premiums is anticipated for employee benefit insurance.

RECOMMENDATION: Management recommends that the Commission designated Walter Pierce, Finance Director/ City Treasurer to serve as the City's representative on the Public Risk Management (PRM) Board of Directors and Patrick Cade, Accounting Manager, as the Alternate Board Member.

BACKGROUND: The previous Director of Finance served as the City's representative for the past several years.

OTHER OPTIONS: N/A

FISCAL IMPACT: Travel and lodging that is budgeted in Travel and Training account.

ATTACHMENTS None

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The text outlines various methods for organizing and storing data, including digital databases and physical filing systems. It also mentions the need for regular audits and reviews to ensure the integrity of the information.

2. The second section focuses on the role of communication in achieving organizational goals. It highlights the importance of clear and concise communication, both internally and externally. The text provides examples of effective communication strategies, such as regular team meetings, open-door policies, and the use of collaborative tools. It also discusses the challenges of communication in a remote or distributed work environment and offers suggestions for overcoming these challenges.

3. The third part of the document addresses the issue of time management and productivity. It acknowledges that time is a limited resource and that efficient use of time is crucial for success. The text offers practical tips for prioritizing tasks, delegating responsibilities, and avoiding distractions. It also discusses the importance of taking breaks and maintaining a healthy work-life balance to prevent burnout and maintain long-term productivity.

4. The final section discusses the importance of continuous learning and professional development. It emphasizes that the skills and knowledge required for success in today's rapidly changing environment are constantly evolving. The text encourages individuals to seek out opportunities for learning, such as attending conferences, taking courses, and participating in workshops. It also discusses the importance of staying up-to-date on industry trends and developments.



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
WORKSHOP AGENDA**

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Chanel 640 and streamed on Livestream.com/cityofmadeirabeach

1:00PM

TUESDAY, NOVEMBER 07, 2017

COMMISSION CHAMBERS

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. INTERVIEWS FOR CITY ATTORNEYS**

1:00PM – 2:00PM – Regina Kardash

2:00 PM – 3:00 PM – Ralf Brookes

- C. ADJOURNMENT**

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted November 03, 2017

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the community, and the importance of the role of the general practitioner (GP) in this regard. The Department of Health (1999) has identified the need to improve the health of older people, and the importance of the role of the GP in this regard. The Department of Health (1999) has identified the need to improve the health of older people, and the importance of the role of the GP in this regard.

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300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-399-1131
www.madeirabeachfl.gov

November 13, 2017: Close of business

To: Mayor M. Black and Commissioners

From: D. O'Neal, City Manager

Subject: Resignation

As you know, the past six months have been a tumultuous time for our City. During a time of uncertainty, I was proud to be of service. It is important to note that I was not part of making the City Manager's position available nor did I actively consider this position for several months. Approximately two months ago, I reached out to Richard Palmer, Vice President for Raymond James Investments Deferred Retirement Option Plan (DROP) Consulting Group, to review my financial position. Being a member of the State of Florida Retirement System (FRS) and being actively enrolled in the DROP, there are conditions and stipulations concerning re-employment. Transferring from the Fire Chief's FRS pension system to a non-pension system had to be evaluated. On at least two separate occasions, Mr. Palmer confirmed that I would be exempt from the usual FRS rules. Due to the fact, I would be a City Manager in an appointed position, with an exempt status, and no longer part of the FRS system.

Two weeks after being appointed City Manager, I was again in contact with the FRS System. This time, I was told by Mr. Jason Beard, FRS Retirement Administrator, that even though the City Manager's position was not part of the FRS System, because other City employees were part of the FRS System, all the same FRS penalty requirements still applied. The FRS retirement benefit that I have worked toward for the past 30 years would stop and my retirement suspended; I would no longer be part of the FRS System. My DROP benefit would be stopped, and all my assets would be frozen indefinitely until a ceased all association with the FRS System. Frozen assets would not be eligible for investment purposes and would not even be eligible for tax deferment.

I have reached out to the ICMA for their guidance concerning the adopted ICMA Code of Ethics. Tenet #4 addresses "always serving in the best interest of the people" and recommends a minimum commitment of two years of public service. The ICMA has acknowledged that this is an unusual situation and are reviewing the circumstances surrounding this issue. I feel confident that after a complete review that I will not be penalized for this unfortunate situation.

I ask the Commission to accept my apology for any aggravation or confusion that this unfortunate chain of events has causes. After multiple conference calls and hours spent getting legal advice and second opinions, I have concluded that my best financial option is to tender my resignation as your City Manager and be reconsidered for a position in the Fire Department. This is not a decision that I take lightly, and it should not reflect in any negative way toward my coworkers, city staff, or Commission as a whole.

Derryl B. O'Neal

Madeira Beach City Manager